

# **General Terms and Conditions**

## **SCHAFFERALM**

### **A-8713 St. Stefan ob Leoben**

#### **Austria**

#### **1. Application/Reservation**

The following terms apply to the licensing of the „Schafferalm“, presented on this website, following the listed (or, as the case may be, the agreed) rates. In case of weekend bookings, the day of arrival is usually Friday, departure on Sunday. The times of arrival and departure are to be arranged with the licensor about one week before. As standard value, arrival is possible from 10 am onwards and departure should be until 4 pm.

Registration must occur via the registration form on the website. When registering, the individual doing so takes liability for him/herself and all fellow travellers alike. He/she commits him/herself to ensuring that all fellow travellers comply with the duties of safety and care comprised in the contract. The signer is liable for all negligently and intentionally caused damage by himself and/or his/her fellow travellers. With the completion of registration the signer makes a contractual offer to which he is bound to the point of rejection or acceptance by the landlord. The contract is formed when the licensor accepts through the written booking confirmation, which occurs within 10 days after the offer is made. The terms of the contract are set by the homepage and/or the conditions set and agreed upon by the two contracting parties. Requests which fall outside these terms require a written confirmation by the licensor for their validity to be established. The number of persons occupying the house must not exceed the number of travellers listed on the registration form; this rule also applies to the temporary accommodation of possible guests. A change of licensee during the period of license is only permitted if express permission has been granted by the licensor. The stated number of people includes children of all ages, unless otherwise agreed upon and approved by the licensor in writing. Pets may only be brought if agreed upon with the Licensor.

#### **2. Payment Arrangements**

In case of long term bookings the licensor may charge a payment amounting to 30% of the total sum. Normally the payment has to be made immediately after the stay and reception of the invoice by bank transfer. This is true also for the second part of the payment, in case of payment amounting. Foreign bank transfers must be carried out in a way that does not give rise to extra costs for the licensor.

#### **3. Cancellation/Withdrawal or Rebooking through the Licensee**

The licensee is entitled to withdraw from the contract at any point in time. In his own interest, this should be done in the form of a written statement (e-mail); the point of receipt of this statement of withdrawal defines the following fixed cancellation fee: If the withdrawal occurs 2 months before the beginning of the licensing period or earlier, the cancellation is free. If the withdrawal occurs at a point less than 2 months prior to the start of the licensing period, the full agreed licensing fee must be paid, unless the house cannot be rented to another client for the mentioned period. The minimum amount of compensation the licensor is entitled to, is given by the actually arisen damage to him/her, which needs to be proven. The licensee is entitled to prove that little or no damage was caused. If successful, he/she is only bound to cover the cost of the actual damage.

Consequently, every licensee is recommended to effect travel cancellation cost insurance when booking. The licensee is entitled to replace himself with a third party member at any point prior to the start of the licensing period; in such a case the third party member is bound by the terms of the initial licensing contract.

#### **4. Objections and Obligations of the Licensee and Liability of the Licensor**

The house is given over to the licensee in a clean and orderly condition. Should the licensee locate any deficiencies on the house, he/she is entitled to request assistance. The licensee is obliged to communicate any deficiencies to the licensor via E-mail or Telephone, in order that these are, so far as possible, fixed within an adequate period of time. The local assistants neither act as tour guides, nor are they representatives of the licensor, nor are they entitled to accept requirements or issue legally binding statements on behalf of the licensor.

The same rules apply for problems and interferences arising during the period of license. The licensee has the further obligation to take all reasonable measures to prevent possible damage or keep it marginal. If the licensee culpably fails to satisfy these obligations, or communicates complaints only at the end of the licensing period or after its completion, he loses his rights to the claims listed above. It is pointed out that the living conditions on an "Alm" (the house and its surrounding mountain pasture) differ to that of every day life in some ways. An example of this is the access road to the Alm, which is a dirt road that may partially be very bumpy and should be driven on with according speed and caution. In winter, it is suggested that vehicle users carry along snow chains, as the road may be icy or covered with snow. It is noted that driving on the road occurs at one's own risk. Use great caution when handling open flames, which is allowed just in the campfire-place in front of the house. Latest wind- and aridness-conditions have to be attended.

Caution is advised with the low ceilings inside the house, since this leads to a higher risk of injury. No liability is assumed regarding pets – the Alm is located on hunting grounds.

Provision of electricity may temporarily break down due to an overload in the system. In such a case the appointed local assistant is to be informed immediately.

The licensor assumes no liability for such failures of, or interferences with the electricity, unless these derive from an actual negligence from the licensor's side. Possible contractual claims must be invoked in writing by the licensee within a month after the contractually scheduled end of the licensing period. If such a claim is brought forward after the expiration of this one month term, the licensee needs to prove that he/she has been, without personal culpability, hindered to meet this deadline, in order to establish the claim's validity.

Contractual claims become time barred after 6 months. The limitation of time begins with the contractually scheduled end of the licensing period.

The licensee is obliged to use the house in a careful manner. He is further obliged to leave the house clean swept and in the same state as it was found at the beginning of the licensing period. Damages caused by the licensee during the licensing period must be reported to the licensor immediately. If culpability of the licensee in regard to this damage is established, he/she is obliged to pay for this. The licensee's contractual liability for damage (which is not bodily harm) caused by him/her is limited to an amount equal to three times the licensing fee, so long as this damage is neither intentionally nor negligently caused by the licensee. This limitation also applies, when the damage is caused by a third party member, for example persons providing services. With other arranged external services such as a visitation or insurances the respective contractual terms apply.

#### **5. Insurance**

At this point it is reemphasised that licensees ensure that they are sufficiently insured in time for the journey. In some countries individuals are obligated to take out an insurance which covers risks associated with the nature of the journey. In these cases, the signer must send the

corresponding documents to the licensor via email, in order to prove that he/she has adequate insurance for him/herself and all fellow travellers.

**6. Prohibition of transfer/assignment of claims to third party members**

Claims or benefits of the licensee against the licensor cannot be transferred to third party member; this includes spouses and relatives. Equally, the jurisdictional assertion of the licensee's claims by third party members in their own name is prohibited.

**7. Typing Errors**

Evident typing errors and/or miscalculations authorise the licensor to the rescission of the contract.

**8. Place of Jurisdiction**

The place of jurisdiction is agreed to be Leoben (Austria). As long as this is lawful, Austrian law is applied. The invalidity of certain elements of contract does not result in the invalidity of the entire contract.

**9. Organiser**

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